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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: TEITELBAUM, et al.

Application No./Patent No.: 10/689,199 Filed/Issue Date: October 20, 2003

Entitled:

Warsaw Orthopedic, Inc., a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Teitelbaum; Shaolian; Pham; Nguyen To: Vertelink Corporation  
The document was recorded in the United States Patent and Trademark Office at  
Reel 012382, Frame 0314, or for which a copy thereof is attached.
2. From: Vertelink Corporation To: Medtronic Vertelink, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel Merger, Frame Attached, or for which a copy thereof is attached.
3. From: Medtronic Vertelink, Inc. To: SDGI Holdings, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 016446, Frame 0593, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Gregory P. Webb  
Signature

February 12, 2008  
Date

Gregory P. Webb / Registration No. 59,859  
Printed or Typed Name

972 739-8641  
Telephone Number

Appointed Practitioner  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: **Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**State of California**  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 14 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 3 1 2006

A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE MCPHERSON  
Secretary of State

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**FILED** A 44  
in the office of the Secretary of State  
of the State of California

NOV 19 2003

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Merger Agreement"), dated 11/19/2003, is made and entered into by SDGI ACQUISITION CORP., a California corporation ("Merger Subsidiary") and wholly-owned subsidiary of SDGI HOLDINGS, INC., a Delaware corporation ("Parent"), and VERTELINK CORPORATION, a California corporation ("the Company" or "Surviving Corporation") (the Company and Merger Subsidiary being hereinafter collectively referred to as the "Constituent Corporations").

### RECITALS

A. Parent, the Company and Merger Subsidiary have entered into an Agreement and Plan of Reorganization dated October 23, 2003 (the "Reorganization Agreement"), providing, among other things, for the execution and filing of this Merger Agreement and the merger of Merger Subsidiary with and into the Company upon the terms set forth in this Merger Agreement (the "Merger").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Merger Subsidiary be merged with and into the Company so that the Company will be the surviving corporation of the Merger.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Merger Agreement, the Constituent Corporations hereby agree that Merger Subsidiary shall be merged with and into the Company in accordance with the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

#### 1. THE MERGER.

1.1 **Filing.** This Merger Agreement, together with the officers' certificates of each of the Constituent Corporations required by the General Corporation Law of the State of California (the "General Corporation Law"), shall be filed with the Secretary of State of the State of California at the time specified in the Reorganization Agreement.

1.2 **Effectiveness.** The Merger shall become effective upon the filing of this Merger Agreement with the Secretary of State of the State of California (the "Effective Time").

1.3 **Merger.** At the Effective Time, Merger Subsidiary shall be merged into the Company and the separate corporate existence of Merger Subsidiary shall thereupon cease. The Company shall be the Surviving Corporation in the Merger and the separate corporate existence of the Company, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

1.4 **Further Action.** If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Merger Agreement or to vest the Surviving Corporation with the full right, title and possession to all assets, property, rights,

privileges, immunities, powers and franchises of either or both of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of either or both of the Constituent Corporations or otherwise to take all such action.

**1.5 Amendment of Articles.** From and after the Effective Time and until thereafter amended as provided by the General Corporation Law, the Articles of Incorporation of the Surviving Corporation shall hereby be amended and restated in full as set forth in Exhibit A attached hereto.

**1.6 Directors of the Surviving Corporation.** The directors of Merger Subsidiary immediately prior to the Effective Time shall be the directors of the Surviving Corporation until their respective successors shall be duly elected and qualified.

## **2. MANNER OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS**

### **2.1 Certain Definitions.**

(a) "Aggregate Closing Consideration" means the sum of all amounts payable as soon as practicable after the Effective Time to holders of Company Securities pursuant to Sections 2.2(a)(i), 2.2(b)(i), 2.6(a)(i), 2.6(b)(i), and 2.6(c) of this Merger Agreement.

(b) "Closing Date" shall mean the date on which the closing of the Merger occurs after all conditions to the Closing have been satisfied or waived, or on such other date and/or at such other time as Parent and the Company may mutually agree.

(c) "Closing Consideration" means, with respect to any Company Security, the amount payable as soon as practicable after the Effective Time pursuant to Sections 2.2(a)(i), 2.2(b)(i), 2.6(a)(i), 2.6(b)(i) and 2.6(c) of this Merger Agreement.

(d) "Company Common Stock" means common stock of the Company.

(e) "Company Preferred Stock" means the Company's Preferred Stock comprised solely of Series A Preferred Stock.

(f) "Company Securities" means Company Common Stock, Company Preferred Stock, and Company Stock Purchase Rights.

(g) "Company Security Holders" means the holders of Company Securities as of immediately prior to the Effective Time.

(h) "Company Stock Purchase Rights" means all outstanding options, warrants, or other rights (other than Company Preferred Stock) to purchase shares of Company Common Stock or Company Preferred Stock, whether or not exercisable and whether or not vested.

(i) "Contingent Consideration" means the Contingent Payments less reductions to Contingent Payments pursuant to the Reorganization Agreement.

(j) "Contingent Payments" means the sum of all amounts that become payable, if any, to Company Security Holders pursuant to Section 2.8 of the Reorganization Agreement.

(k) "Dissenting Shares" means shares of Company Common Stock or Company Preferred Stock that are issued and outstanding immediately prior to the Effective Time and that are held by holders of such shares who have properly exercised dissenters' rights with respect thereto in accordance with Chapter 13 of the General Corporation Law.

(l) "Merger Consideration" means the consideration payable to holders of Company Securities pursuant to Section 2 hereof.

(m) "Per Common Share Closing Consideration" means a fraction, the numerator of which equals the Aggregate Consideration (defined below), and the denominator of which equals the sum of (i) the number of shares of Company Common Stock outstanding as of immediately prior to the Effective Time, (ii) the number of shares of Company Common Stock into which outstanding Company Preferred Stock is convertible as of immediately prior to the Effective Time, and (iii) the number of shares of Company Common Stock purchasable upon exercise of all Company Stock Purchase Rights as of immediately prior to the Effective Time, without regard to whether or not such Company Stock Purchase Rights are then exercisable or "vested." "Aggregate Consideration" shall equal Twenty-Two Million Dollars (\$22,000,000).

(n) "Per Common Share Contingent Consideration" means a fraction, the numerator of which equals the Contingent Consideration and the denominator of which equals the sum of (i) the number of shares of Company Common Stock outstanding as of immediately prior to the Effective Time, (ii) the number of shares of Company Common Stock into which outstanding Company Preferred Stock is convertible as of immediately prior to the Effective Time, and (iii) the number of shares of Company Common Stock purchasable upon exercise of all Company Stock Purchase Rights as of immediately prior to the Effective Time, without regard to whether or not such Company Stock Purchase Rights are then exercisable or "vested."

## 2.2 Conversion of Shares

(a) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (except for shares referred to in Section 2.2(c) hereof, Dissenting Shares and except those shares issued and outstanding pursuant to Section 2.6(e)) shall be converted into the right to receive (i) as soon as practicable after the Effective Time, an amount in cash, without interest, equal to the Per Common Share Closing Consideration; and (ii) an amount in cash equal to the Per Common Share Contingent Consideration to be paid at the times set forth in the Reorganization Agreement.

(b) Each share of Company Preferred Stock issued and outstanding immediately prior to the Effective Time (except for shares referred to in Section 2.2(c) hereof and except for Dissenting Shares) shall be converted into the right to receive (i) as soon as practicable after the Effective Time, an amount in cash, without interest, equal to the Per Common Share Closing Consideration multiplied by the number of shares of Company Common

Stock into which such share of Company Preferred Stock is convertible as of immediately prior to the Effective Time; and (ii) an amount in cash equal to the Per Common Share Contingent Consideration multiplied by the number of shares of Company Common Stock into which such share of Company Preferred Stock is convertible as of immediately prior to the Effective Time to be paid at the times set forth in the Reorganization Agreement.

(c) Each share of Company Common Stock or Company Preferred Stock issued and outstanding immediately prior to the Effective Time that is held in the treasury of the Company or is then owned beneficially or of record by Parent, Merger Subsidiary, or any direct or indirect wholly owned subsidiary of Parent or the Company shall be cancelled in accordance with applicable laws without payment of any consideration therefor and without any conversion thereof.

(d) Each share of any other class of capital stock of the Company (other than Company Common Stock and Company Preferred Stock), and any debt or other securities convertible into or exercisable for the purchase of capital stock of the Company, which have not been converted and remain issued and outstanding immediately prior to the Effective Time shall, except as provided in Section 2.6, be cancelled without payment of any consideration therefor and without any conversion thereof.

(e) Each share of common stock of Merger Subsidiary, par value \$.01 per share, issued and outstanding immediately prior to the Effective Time shall be converted into one share of the common stock of the Surviving Corporation, no par value per share.

**2.3 Dissenting Shares.** If required by Chapter 13 of the General Corporation Law, but only to the extent required thereby, Dissenting Shares will not be converted into the right to receive Merger Consideration and holders of such Dissenting Shares will be entitled to receive payment of the fair value of such Dissenting Shares in accordance with the provisions of the General Corporation Law unless and until such holders fail to perfect or effectively withdraw or lose their rights to payment under the General Corporation Law. If, after the Effective Time, any such holder of Dissenting Shares fails to perfect or effectively withdraws or loses such right, such Dissenting Shares will thereupon be treated as if they had been converted into and become exchangeable for, at the Effective Time, the right to receive Merger Consideration, without interest. The Company will give Parent prompt written notice of any notice of intent to assert appraisal rights under the General Corporation Law received by the Company and, prior to the Effective Time, the Company shall conduct, at the direction of Parent and Merger Subsidiary, all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company will not, without the prior written consent of Parent and Merger Subsidiary, make any payments with respect to, or settle or offer to settle, any such demands.

#### **2.4 Exchange of Company Common and Preferred Stock.**

(a) At or prior to the Closing, a bank, trust company or other person reasonably acceptable to the Company shall be designated by Parent to act as the depository and paying agent for the delivery of the Merger Consideration (the "Paying Agent") in connection with the Merger.

(b) At or prior to the Closing, Parent shall deposit, or cause to be deposited, with the Paying Agent, an amount equal to the Aggregate Closing Consideration (the "Exchange Fund") and, at such times as provided in the Reorganization Agreement, Parent shall deposit, or cause to be deposited with the Paying Agent, the relevant portion of the Contingent Consideration. The Paying Agent shall agree to hold the Aggregate Closing Consideration and the Contingent Consideration for delivery as contemplated by this Section 2.4 and upon such additional terms as may be agreed upon the Paying Agent, the Company and Parent before the Closing.

(c) Promptly following the Effective Time, the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of a certificate or certificates, which immediately prior to the Effective Time represented outstanding shares of Company Common or Preferred Stock (other than Dissenting Shares) (the "Certificates"), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent and which shall be in the form and have such other provisions as Parent and the Company may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration into which the number of shares of Company Common or Preferred Stock previously represented by such Certificate shall have been converted into the right to receive pursuant to the Reorganization Agreement and this Merger Agreement.

(d) Upon surrender of a Certificate for cancellation to the Paying Agent, together with a letter of transmittal duly completed and validly executed in accordance with the instructions thereto, and such other documents as may reasonably be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor the Closing Consideration and Contingent Consideration payable with respect to such share of Company Common or Preferred Stock formerly represented by such Certificate, to be distributed by the Paying Agent as soon as practicable after the Effective Time in the case of the Closing Consideration and as provided in the Reorganization Agreement in the case of the Contingent Consideration, and the Certificate so surrendered shall be forthwith cancelled. The Paying Agent shall accept such Certificates upon compliance with such reasonable terms and conditions as the Paying Agent may impose to effect an orderly exchange thereof in accordance with normal exchange practices. In the event of a transfer of ownership of Company Common Stock or Company Preferred Stock that is not registered in the transfer records of the Company, it shall be a condition to the issuance of Merger Consideration that the Company Certificate(s) so surrendered shall be properly endorsed or be otherwise in proper form for transfer and that such transferee shall (i) pay to the Paying Agent any transfer or other taxes required or (ii) establish to the satisfaction of the Paying Agent that such tax has been paid or is not payable.

(e) After the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock or Company Preferred Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates representing such shares are presented to the Surviving Corporation, they shall be cancelled and exchanged as provided in this Merger Agreement. As of the Effective Time, the holders of Company Certificates representing shares of Company Common Stock or Company Preferred Stock shall cease to have any rights as shareholders of the Company, except such rights, if any, as they may have pursuant to the



General Corporation Law, this Merger Agreement or the Reorganization Agreement. Except as provided above, until such Certificates are surrendered for exchange, each such Certificate shall, after the Effective Time, represent for all purposes only the right to receive Merger Consideration.

(f) In the event any Certificates shall have been lost, stolen, or destroyed, the Paying Agent shall distribute in respect of such lost, stolen, or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, such Merger Consideration as may be required with respect to such Certificates pursuant to this Merger Agreement; provided, however, that Parent may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed Certificate to deliver a bond in such sum as Parent may reasonably direct as indemnity against any claim that may be made against Parent or the Paying Agent with respect to such Company Certificate alleged to have been lost, stolen, or destroyed.

**2.5 Exchange of Merger Subsidiary Common Stock.** From and after the Effective Time, each outstanding certificate previously representing shares of Merger Subsidiary Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Surviving Corporation Common Stock into which such shares of Merger Subsidiary Common Stock shall have been converted. Promptly after the Effective Time, the Surviving Corporation shall issue to Parent a stock certificate or certificates representing such shares of Surviving Corporation Stock in exchange for the certificate or certificates that formerly represented shares of Merger Subsidiary Common Stock, which shall be cancelled.

## **2.6 Stock Options and Warrants**

(a) Each stock option of the Company (a "Company Stock Option") (other than a Company Stock Option exercised pursuant to Section 2.6(e)) shall, by virtue of the Merger and without any action on the part of the holder thereof, be terminated and cancelled as of the Effective Time and converted into, and represent only, the right to receive (i) as soon as practicable after the Effective Time, an amount in cash, without interest, equal to the Per Common Share Closing Consideration minus the per share exercise price of such Company Stock Option, multiplied by the number of shares of Company Common Stock into which such Company Stock Option is exercisable as of immediately prior to the Effective Time; and (ii) an amount in cash equal to the Per Common Share Contingent Consideration multiplied by the number of shares of Company Common Stock into which such Company Stock Option is exercisable as of immediately prior to the Effective Time.

(b) Each warrant to purchase shares of Company Common Stock (other than warrants exercised pursuant to Section 2.6(e)) shall, by virtue of the Merger and without any action on the part of the holder thereof, be terminated and cancelled as of the Effective Time and converted into, and represent only, the right to receive (i) as soon as practicable after the Effective Time, an amount in cash, without interest, equal to the Per Common Share Closing Consideration minus the per share exercise price of such warrant, multiplied by the number of shares of Company Common Stock into which such warrant is exercisable as of immediately prior to the Effective Time, and (ii) an amount in cash equal to the Per Common Share Contingent Consideration multiplied by the number of shares of Company



Common Stock into which such warrant is exercisable as of immediately prior to the Effective Time.

(c) Promptly following the Effective Time, the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of a Company Stock Option or a warrant to purchase Company Common Stock, (i) a letter of transmittal (which shall be in the form and have such other provisions as Parent and the Company may reasonably specify) and (ii) instructions for use in effecting the delivery of the Merger Consideration into which such Company Stock Option or warrant shall have been converted into the right to receive pursuant to this Merger Agreement. Upon delivery of such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, together with documentation representing such Company Stock Option or warrant, to the Paying Agent, the holder of such Company Stock Option or warrant shall be entitled to receive the Closing Consideration and Contingent Consideration payable with respect to such Company Stock Option or warrant, to be distributed by the Paying Agent as soon as practicable after the Effective Time in the case of the Closing Consideration and as provided in the Reorganization Agreement in the case of the Contingent Consideration.

(d) The Surviving Corporation or the Paying Agent will be entitled to deduct and withhold from the Closing Consideration otherwise payable pursuant to this Merger Agreement to any holder of Company Stock Purchase Rights such amounts as the Surviving Corporation or the Paying Agent is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Surviving Corporation or the Paying Agent, such withheld amounts will be treated for all purposes of this Merger Agreement as having been paid to the holder of the Company Securities in respect of which such deduction and withholding was made by the Surviving Corporation or the Paying Agent.

(e) The Company shall offer to each holder of Company Stock Purchase Rights a procedure whereby such holder may elect to exercise such holder's Company Stock Purchase Rights in advance of, and immediately prior to the Closing Date. The shares of Company Common Stock subject to Company Stock Purchase Rights exercised pursuant to this Section 2.6(e) shall be deemed issued and outstanding immediately prior to the Closing Date, but no certificates representing such Company Common Stock will be issued. Any holder who so elects shall not pay the exercise price with respect to such Company Stock Purchase Right in cash upon exercise and the shares deemed issued shall, without any action on the part of the holder thereof, be converted immediately prior to the Closing Date into the right to receive (i) as soon as practicable after the Effective Time, an amount in cash, without interest, equal to the Per Common Share Closing Consideration minus the per share exercise price of such Company Stock Purchase Right, multiplied by the number of shares of Company Common Stock into which such Company Stock Purchase Right is exercisable as of immediately prior to the Closing Date; and (ii) an amount in cash equal to the Per Common Share Contingent Consideration multiplied by the number of shares of Company Common Stock into which such Company Stock Purchase Right is exercisable as of immediately prior to the Closing Date, payable in accordance with the Reorganization Agreement. As soon as practicable after the Effective Time, the Surviving Corporation shall cause the Paying Agent to distribute the Closing Consideration to

which holders of Company Stock Purchase Rights who have so exercised are entitled pursuant to this Section 2.6(e), upon compliance by such holders with such reasonable terms and conditions as the Paying Agent and the Surviving Corporation may impose.

### **3. TERMINATION AND AMENDMENT.**

**3.1 Termination.** Notwithstanding the approval of this Merger Agreement by the shareholders of Merger Subsidiary and the Company, this Merger Agreement shall terminate forthwith prior to the Effective Time in the event that the Reorganization Agreement shall be terminated as therein provided.

**3.2 Amendment.** This Merger Agreement may be amended prior to the Effective Time by the parties hereto at any time before or after approval hereof by the shareholders of either Merger Subsidiary or the Company, but, after any such approval, no amendment shall be made which without the further approval of such shareholders would (i) have a material adverse effect on the shareholders of either Merger Subsidiary or the Company, (ii) change any of the principal terms of the Merger Agreement, or (iii) change any term of the Articles of Incorporation of the Surviving Corporation. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

### **4. MISCELLANEOUS.**

**4.1 Assignment; Binding Upon Successors and Assigns.** Neither party hereto may assign any of its rights or obligations under this Merger Agreement without the prior written consent of the other party hereto. This Merger Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**4.2 Governing Law.** This Merger Agreement shall be governed by and construed in accordance with the internal laws of the State of California (irrespective of its choice of law principles).

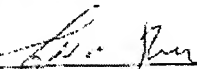
**4.3 Counterparts.** This Merger Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

SDGI ACQUISITION CORP., a California corporation

By:   
Michael DeMane, President

By:   
Todd Sheldon, Secretary

VERTELINK CORPORATION, a California corporation

By: \_\_\_\_\_  
Samuel M. Shaolian, President

By: \_\_\_\_\_  
Samuel M. Shaolian, Secretary

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

**SDGI ACQUISITION CORP.**, a California corporation

By \_\_\_\_\_  
Michael DeMare, President

By \_\_\_\_\_  
Todd Sheldon, Secretary

**VERTELINK CORPORATION**, a California corporation

By \_\_\_\_\_  
Samuel M. Shaolian, President

By \_\_\_\_\_  
Samuel M. Shaolian, Secretary

## EXHIBIT A

### AMENDED AND RESTATED ARTICLES OF INCORPORATION OF MEDTRONIC VERTELINK, INC.

#### ARTICLE 1 - NAME

- 1.1) The name of this corporation is Medtronic Vertelink, Inc..

#### ARTICLE 2 - PURPOSE

- 2.1) The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

#### ARTICLE 3 - CAPITAL STOCK

- 3.1) This corporation is authorized to issue two classes of shares to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock that the corporation is authorized to issue is Forty Million (40,000,000). The number of shares of Preferred Stock authorized to be issued is Fifteen Million (15,000,000), no par value per share. The number of shares of Common Stock authorized to be issued is Twenty-Five Million (25,000,000) no par value per share.

- 3.2) The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of Preferred Stock and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges, and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

#### ARTICLE 4 - DIRECTOR LIABILITY AND INDEMNIFICATION

- 4.1) Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

- 4.2) Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

4.3) Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article 5 by the shareholders of the corporation shall not adversely affect any right or protection of an officer or director of the corporation pursuant to this Article 5 existing at the time of such repeal or modification.

VERTELINK CORPORATION  
(Surviving Corporation)


OFFICER'S CERTIFICATE

Samuel M. Shaolian hereby certifies that:

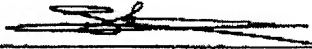
1. He is the President and Secretary of VERTELINK CORPORATION, a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has two classes of stock outstanding, designated "Common Stock" and "Preferred Stock," respectively, of which 4,315,789 shares of Common Stock and 2,475,000 shares of Preferred Stock were outstanding and entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the shareholders of the Corporation by a vote of 100% of the outstanding shares of Common Stock and 100% of the outstanding shares of Preferred Stock, voting as a separate class, which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock and greater than 50% of the outstanding shares of Preferred Stock, voting as a separate class.

I further declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of my own knowledge.

Date: November 19, 2003

  
\_\_\_\_\_  
Samuel M. Shaolian, President

Date: November 19, 2003

  
\_\_\_\_\_  
Samuel M. Shaolian, Secretary



**SDGI ACQUISITION CORP.  
(Disappearing Corporation)**

**OFFICER'S CERTIFICATE**

Michael DeMane and Todd Sheldon hereby certify that:

1. They are the President and Secretary, respectively, of **SDGI ACQUISITION CORP.**, a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Merger Agreement") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock," of which 10,000,000 shares were outstanding and entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Corporation by a vote of 100% of shares outstanding and entitled to vote on the merger, which equaled or exceeded the vote required. The vote required was greater than 50% of the outstanding shares of Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of our own knowledge.

Date: November 19, 2003

  
\_\_\_\_\_  
Michael DeMane, President

Date: November 19, 2003

  
\_\_\_\_\_  
Todd Sheldon, Secretary



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### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: TEITELBAUM, et al.

Application No./Patent No.: 10/689,199 Filed/Issue Date: October 20, 2003

Entitled:

Warsaw Orthopedic, Inc.

(Name of Assignee)

a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: SDGI Holdings, Inc. To: Warsaw Orthopedic, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel Merger, Frame Attached, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

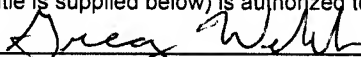
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

February 12, 2008

Date

Gregory P. Webb / Registration No. 59.859

Printed or Typed Name

972 739-8641

Telephone Number

Appointed Practitioner

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

CUSTOMER NO. 000046333

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

**GENERAL POWER OF ATTORNEY**  
(for several applications filed in the USPTO)

As a representative of the Assignee, Warsaw Orthopedic Inc., an Indiana corporation, I hereby appoint the Practitioners associated with the Customer Number 000046333 to act as our attorneys or agents to prosecute applications filed under Customer Number 000046333 and transact all business in the Patent and Trademark Office connected herewith.

Please address all correspondence and telephone calls regarding this application to:

**Haynes and Boone, LLP**  
901 Main Street, Suite 3100  
Dallas, TX 75202-3789  
(972) 739-8635  
(214) 200-0853 – Fax

The undersigned is the representative for the Assignee of the entire right, title, and interest in the patent application submitted herewith. A copy of the assignment or other documents in the chain of title, if applicable, are attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the Assignee.

Warsaw Orthopedic Inc.

Date

7/22/06

By:

Noreen C. Johnson

Vice President

Title

R139360

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SDGI HOLDINGS, INC.", A DELAWARE CORPORATION,

"SOFAMOR DANEK HOLDINGS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "WARSAW ORTHOPEDIC, INC." UNDER THE NAME OF "WARSAW ORTHOPEDIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF APRIL, A.D. 2006, AT 2:06 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4150541 8100M

060397764



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4707608

DATE: 05-01-06

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:20 PM 04/28/2006  
FILED 02:06 PM 04/28/2006  
SRV 060397764 - 2762914 FILE

**CERTIFICATE OF MERGER**  
of  
**SDGI HOLDINGS, INC.,**  
a Delaware corporation  
and  
**SOFAMOR DANIEK HOLDINGS, INC.,**  
a Delaware corporation  
into  
**WARSAW ORTHOPEDIC, INC.,**  
an Indiana corporation

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The names of the constituent corporations to the merger are SDGI Holdings, Inc., a Delaware corporation, Sofamor Danek Holdings, Inc., a Delaware corporation and Warsaw Orthopedic, Inc., an Indiana corporation.

**SECOND:** An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the Delaware General Corporation Law.

**THIRD:** The surviving corporation will be Warsaw Orthopedic, Inc., an Indiana corporation.

**FOURTH:** The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

**FIFTH:** The effective date of the merger is April 28, 2006.

**SIXTH:** An executed copy of the Agreement and Plan of Merger is on file at the office of Warsaw Orthopedic, Inc. at 710 Medtronic Parkway, Minneapolis, Minnesota 55432.

**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**EIGHT:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 710 Medtronic Parkway, Minneapolis, Minnesota 55432.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed  
by its authorized officer, the 28<sup>th</sup> day of April, 2006.

WARSAW CORPORDCOT, INC.

By

  
Peter J. Winkler  
President

**State of Indiana  
Office of the Secretary of State**

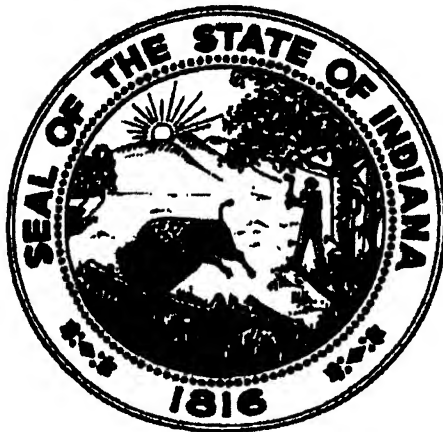
**CERTIFICATE OF MERGER  
of  
WARSAW ORTHOPEDIC INC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

**SDGI HOLDINGS, INC.**  
a(n) Delaware Non-Qualified Foreign Corporation  
**SOFAMOR DANEK HOLDINGS, INC.**  
a(n) Delaware Non-Qualified Foreign Corporation  
merged with and into the surviving entity:  
**WARSAW ORTHOPEDIC INC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, April 28, 2006.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 28, 2006.

A handwritten signature in black ink, appearing to read "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE